

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
STEEL IN THE AIR, INC.
RFP #16-0003**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Steel in the Air, Inc., a Florida for profit corporation, its successors and assigns, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY has publicly submitted a Request for Proposals (RFP), #16-0003, for procurement of a firm to provide consulting services pertaining to leasing space on county-owned towers to third party carriers, or leasing county-owned real property to third parties for the construction and operation of wireless communication facilities; and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Scope of Professional Services

2.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to provide the services for COUNTY as identified in the Scope of Services attached hereto as **Attachment A**, incorporated herein by reference.

2.2 This Agreement shall be effective upon execution of this Agreement by the COUNTY and shall remain in effect for twelve (12) months. Prior to, or upon completion, of the initial term of this Agreement, the County shall have the option to renew this Agreement for four (4) additional twelve (12) month periods under the same terms and conditions. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the CONSULTANT. This prerogative may be exercised only when such continuation is clearly in the best interest of the County. The prices under this Agreement shall prevail for the full duration of the initial Agreement term.

2.3 The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

Article 3. Payment

3.1 COUNTY shall pay CONSULTANT for professional services performed under this Agreement as provided in the Price Schedule attached hereto as **Attachment B**, incorporated herein by reference.

3.2 Invoices shall be submitted in duplicate to the requesting County user department(s), within thirty (30) calendar days from the completion and acceptance off each individual work assignment. Each invoice shall contain the RFP number, a detailed description of services and fees, dates and locations of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

3.3 The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default of contract and the contract may be terminated.

3.4 In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONTRACTOR hereby agrees to cooperate with the COUNTY in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the service and as specifically required by the Federal or state granting agency, and receiving no payment until all required forms are completed and submitted. A copy of the requirements shall be supplied to the CONTRACTOR by the COUNTY upon request.

3.5 CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- A. All persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within Lake County; and
- B. All persons, including subcontractors, assigned by the CONSULTANT to perform work pursuant to the contract.

Article 4. County Responsibilities

4.1 COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate one County staff member to act as COUNTY'S Project Administrator and/or Spokesperson.

4.2 COUNTY shall reimburse CONSULTANT, in accordance with the provisions of Article 3 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

4.3 COUNTY will provide to the CONSULTANT all necessary and available data, photos, and documents the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

Article 5. Special Terms and Conditions

5.1 Key Personnel. CONSULTANT is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County

Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the CONSULTANT must be able to promptly provide a qualified replacement. In the event the CONSULTANT wishes to substitute personnel, the CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel this Agreement for cause.

5.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.3 Insurance. CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to COUNTY, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the CONSULTANT or by anyone directly or indirectly employed by CONSULTANT, or by anyone for whose acts CONSULTANT may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

(i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

(ii) Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit

\$1,000,000

(iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

(iv) Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

(v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$1,000,000.

(vi) Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

(vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any material change or cancellation of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe.

(viii) Certificates of insurance shall identify the RFP number, contract, project, etc., in the Description of Operations section of the Certificate.

(ix) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

(x) Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

(xi) CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONSULTANT or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The COUNTY shall be exempt from and in no way liable for any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such

deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

(xiv) Neither approval by the COUNTY of any insurance supplied by the CONSULTANT, nor a failure to disapprove that insurance, shall relieve the CONSULTANT of full responsibility of liability damages, and accidents as set forth herein.

(xv) If it is not possible for the CONSULTANT to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONSULTANT is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

5.4 Indemnity. The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. The CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

5.5 Independent Contractor. CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

5.6 Ownership of Deliverables. Upon completion of and payment for a task CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership of all Tasks and/or deliverables to COUNTY, at COUNTY's expense. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

5.7 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

5.8 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the CONSULTANT of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. The CONSULTANT'S sole remedy, if any, against the COUNTY shall be the right to seek an extension to the

contract time. However, this provision shall not preclude recovery of damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

The parties will exercise every reasonable effort to meet their respective obligations hereunder. Notwithstanding the above, the parties shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of nature, acts or omissions of the other party, government acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems and/or any cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

5.9 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

5.10 Accuracy and Warranty. The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the COUNTY. CONSULTANT agrees that the products and services provided under this Agreement shall be covered by the most favorable commercial warranty that CONSULTANT gives to any customer for comparable products and services.

5.11 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.12 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.13 Prohibition Against Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.14 Conflict of Interest. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

5.15 Public Records.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the Project/Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

B. Any copyright derived from this Agreement shall belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

C. Pursuant to Section 119.0701, Florida Statutes, the CONTRACTOR shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the services identified herein.
2. Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure to comply with this subsection shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

5.16 Right to Audit. The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONSULTANT agrees to

include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The employee(s) of CONSULTANT shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONSULTANT shall provide employee(s) capable of performing the work as required. The COUNTY may require CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT shall wear proper identification.

6.10 Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such

individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

6.11 CONSULTANT shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONSULTANT shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

6.12 With the consent of CONSULTANT, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

6.13 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.14 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

Steel in the Air, Inc.
c/o Milton Schmidt
16001 Waterleaf Lane
Fort Myers, FL 33908

If to COUNTY:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

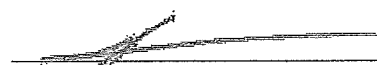
7.2 This Agreement contains the following Attachments:

Attachment A Scope of Services
Attachment B Pricing Schedule

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its duly authorized representative, and by CONSULTANT through its duly authorized representative.

CONSULTANT

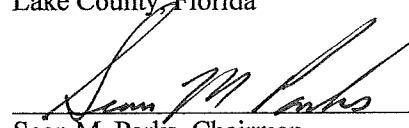
Steel in the Air, Inc.


Milton K. Schmidt, President

This 10th day of March, 2016.

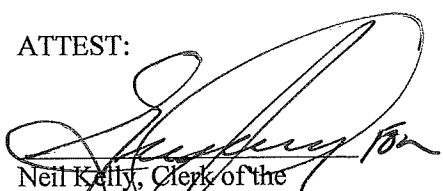
COUNTY

Lake County, Florida



Sean M. Parks, Chairman

This 16 day of March, 2016.

ATTEST:


Neil Kelly, Clerk of the
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:


Melanie Marsh, County Attorney

ATTACHMENT A

SCOPE OF SERVICES

Consultant shall provide to the County consulting services pertaining to leasing space on County-owned towers to third party carriers, or leasing County-owned real property to third parties for the construction and operation of wireless communication facilities. Each negotiated license or lease will be brought before the Board for approval.

The County regularly receives requests from representatives of wireless communication companies to lease County owned property for the purpose of constructing and operating communication towers, or to co-locate on an existing County owned tower.

Consultant shall provide a submittal guideline for use by any party wishing to license or lease land and tower space on County-owned facilities. The submittal guideline shall include a list of technical information to be provided by a requestor so that the Consultant can make a determination as to the feasibility and risk associated with the request, in addition to maximizing return in funds and/or services. Consultant, hereinafter referred to this Scope of Services as "SITA,, shall review the submittal and shall address the following:

1. IS THERE A GUARANTEE THAT THERE IS NO INTERFERENCE TO THE NOW CURRENT OPERATING SYSTEM(S) AT THIS LOCATION?

SITA will review existing and proposed construction, equipment plans and specifications (i.e., location, type, size and number of proposed equipment) for potential interference issues. Ultimately, a portion of SITA's guideline will include a requirement that any interested party will have to submit an Radio Frequency Study as part of any proposed co-location or modification to existing equipment to ascertain whether interference issues will be present or not with now current operating system(s) at a given location. In doing so, a determination can be made that the proposed systems are highly unlikely to interfere with current operating system(s) at a given location. SITA cannot guarantee that there will be no interference only that there are lease provisions that minimize the risk of interference and address interference issues promptly and to the satisfaction of the County.

2. ARE THERE ANY GUARANTEES TO SOLVING POTENTIAL INTERFERENCE IN A TIMELY MANNER (IMMEDIATE FOR PUBLIC SAFETY)?

Please see SITA response to Question #1 above for our response and services to be provided to determine and resolve potential interference issues in a timely manner (immediate for Public Safety).

3. IS THE PROPOSED REVENUE TO BE RECEIVED IN LINE WITH THE FAIR MARKET VALUE?

In performing the services under this Question #3, SITA will evaluate proposed & existing leases and equipment modification/plans in order to provide recommendations detailing opportunities to improve asset utilization ensuring highest and best future use, as well as ascertaining whether revenue to be received is in line with fair market value. Such services to be included (but not limited to) are:

- Conducting a market analysis on similar facilities to determine competitiveness and market conditions in the area for cellular use space;

- Conducting an overview of market and carrier network coverage and capacity areas in and around a proposed or existing site, including available tower and cell site counts (saturation) as well as new towers and/or structures planned or under construction. This will be done by providing a fixed map showing existing tower and communication site infrastructure in and around a proposed or existing site, including and providing counts of such towers and/or cell sites. We also will provide (when applicable) data and/or information concerning carrier network coverage and capacity in and around a proposed or existing site as based upon their marketed coverage maps;
- Providing lease rate data from other comparable public and private sites. SITA will provide a general review of the current lease rate and terms (whether proposed or existing) in comparison to available market information within an applicable geographical region and other similar markets of a proposed or existing site, as well as (when applicable) providing comparative information on lease rates for co-locations from public and private tower and cell site owners/operators within an applicable regional area. Due to confidentiality constraints, in some instances SITA cannot disclose specific address or landowner information for the comparable sites unless that information is otherwise publicly available. However, SITA can and will provide general location of a site and the provider or company involved;
- Analyzing industry trends and predictions for future activity (i.e., mergers, market consolidation, new technologies, etc.). In providing this service, we will include a discussion of past market consolidation and prognostications on future industry consolidation and the impact that it will have on cell site leases. We will also provide a short discussion of pending technological changes and the impact those changes may have on a given site;
- Compiling and conducting an inventory of a proposed or existing site and/or ground space lease. This inventory will include a comprehensive analysis of the following (with a focus on, but not limited to):
 - Lease rates, terms and dates,
 - Requests (if any) for additional ground or structure space (or any such related requests - whether past, present, or proposed). Overall, examine the ability to add/replace new hardware in relation to applicable permitted uses and lease language (whether proposed or existing), and
 - Review of site photographs, aerial views, and lease sketches & depictions, along with identification of type; size; location; and number of tenant equipment (occupying both structure and ground space) to ensure compliance with existing or proposed lease terms and amendments, conditions, obligations, and/ or promises. And please note in some instances, SITA can (and will) perform an actual site visit to ascertain the foregoing;

- Having SITA's attorney and technical experts review proposed and existing site lease agreements and evaluate whether the language in these leases enhances or limits the opportunities for the County to generate additional revenue from modifications and expansions. When applicable, best practices for management of existing and proposed site leases and negotiations. This review will not include a legal redline of each of the County's lease agreements but will include suggestions on strategy and best practices regarding lease agreements; and
- Providing any other related analysis, advice, recommendations, and helpful information necessary to determine whether revenue to be received is in line with the fair market value.

4. IS THE COUNTY MAXIMIZING ITS RETURN (FROM A WIRELESS PERSPECTIVE), TODAY AND IN THE FUTURE, BY LICENSING THIS SITE IN THIS MANNER?

Please see SITA response to Question #3 above for our response and services to be provided in determining whether to the County is maximizing its return (from a wireless perspective), today and in the future, by licensing this site in such a manner.

5. HOW DOES THE SITE COMPARE TO OTHER NEARBY SITES AVAILABLE FOR THE CARRIER?

SITA will conduct an overview of market and carrier network coverage and capacity areas in and around a proposed or existing site, including available tower and cell site counts (saturation) as well as new towers and/or structures planned or under construction. As explained in our response to Question #3 above, this will be done by providing a fixed map showing existing tower and communication site infrastructure in and around a proposed or existing site. We will provide (when applicable) data and/or information concerning carrier network coverage and capacity in and around a proposed or existing site.

In addition to the above, SITA will review applicable zoning and/or development regulations governing cell site facilities and towers in relation to a proposed or existing site, as well as surrounding zoning districts, to determine if such regulations infer an advantage to the existing or proposed site over neighboring parcels. In tandem with reviewing applicable governmental regulations, we will examine zoning and/or land use maps for a given area. Overall, this approach will permit SITA to specifically examine those cell site regulations impacting applicable surrounding zoning districts, which in turn, will provide answers needed to determine how a proposed or existing site compares to other nearby sites available for the carrier.

6. WHAT LEVEL OF CURRENT COVERAGE DO THE CARRIERS HAVE IN THIS AREA?

Please see SITA responses to Questions #3 and #5 above for our response to what level of current coverage do the carriers have in a given area. Please note that without testing of the individual wireless systems using drive tests, it is impossible to know "actual coverage" or "actual capacity". The SITA proposal does not include drive testing, but SITA's review will provide sufficient information upon which the County can make an informed decision.

7. WHAT ARE THE NEXT CLOSEST FOUR (4) SITES TO THE AREA (NORTH, SOUTH, EAST, WEST)?

Please see SITA responses to Questions #3 and #5 above for our response to what are the next closest four (4) sites in a given area (north, south, east, west).

8. HOW MANY CO-LOCATORS COULD BE LIKELY TO LOCATE ON THE PROPOSED TOWER?

In determining how many co-locators could locate on a proposed tower, SITA will review and analyze proposed construction and equipment plans with a focus on a proposed tower's height and placement, type and number of equipment on the proposed tower (as well as size and dimension of the overall proposed lease area) to be installed. This will provide guidance as to whether a proposed tower can accommodate additional co-locations.

In conjunction with the above, performing services described for Questions #5; #6: and #7 will also aide in determining the co-location value.

9. ARE THE TERMS OF THE PROPOSED LICENSE AGREEMENT IN LINE WITH MARKET PRACTICES, SUCH AS ESCALATION, TERM AND REVENUE/SERVICE SHARING?

SITA will provide an analysis to determine whether the County is effectively negotiating for:

- Fair value to lease(s) and proposed tower or structure space, as well as tenant modifications and/or improvements.
- Application and Inspection Fees.
- Option Payments.
- Escalation.
- Signing Bonuses.
- Retroactive and/or past fees (if applicable).
- Other related areas, terms, and conditions.
- And, providing any other related analysis, advice, recommendations, and helpful information, including zoning analysis when applicable.

Upon completion of the services provided herein, SITA will provide guidance on a general (not individual lease specific) basis of how effectively the County is negotiating, focusing on the following:

- Lease rates and due dates.
- General lease terms.
- General requests for additional ground or structure space and equipment modifications (or any such related requests).
- Application and Inspection Fees (if applicable).
- Option Payments (if applicable).

Again, SITA's attorney and technical experts will review the proposed lease agreement and evaluate whether the language in these leases enhances or limits the opportunities for the County to generate additional revenue from leasing, modifications and/or expansions. SITA will advise on how the County, through carefully drafted lease and/or amendment language; proper exhibit creation; and maintenance, can inhibit future loss of revenue due to carrier consolidation and technological advances. This review will not include a legal redline of each of the County's lease agreements but will include suggestions on strategy and best practices regarding lease agreements.

Lastly, SITA will provide any other related analysis, advice, recommendations, and helpful information.

10. STATEMENT OF WORK

The services described above can be provided in a report/analysis form, as well as completed in thirty (30) days from the receipt of provided documentation. The result of such services will also provide and include at a minimum (when applicable):

- An assessment of the lease value portion of the tower site co-location analysis.
- Reviews of the provided site construction documents.
- Reviews of the provided tower structural analysis.
- Reviews of the provided intermodulation analysis.
- Recommendations for each of the above.

In addition, SITA acknowledges that such services will include the review and analysis of Requestor provided submittals but will not include the development of those submittals. Moreover, SITA acknowledges that the provided services will not include performing, but rather reviewing and analyzing the accuracy of the following requestor provided documentation:

- FCC licensing or coordination.
- The filing of FAA notices.
- Performance of structural analyses.
- Performance of intermodulation analyses.
- The signing and sealing of documents requiring the services of a professional engineer.

ATTACHMENT B

PRICE SCHEDULE

Job Classification/Category	Brief Description of Tasks	Flat Rate Fee
New Co-location Request	Flat rate fee, totally inclusive of a new Report/analysis on an existing site for lease/colocation rates, travel charges, two (2) meetings/hearings and any other additional charges, for proposed lease/license for co-location.	\$4,500/project or a lower fee of \$3,000 if no meetings need to be attended
Amendment Request	Flat rate fee, totally inclusive of an analysis of an amendment to an existing lease/co-location rates, travel charges, two (2) meetings/hearings and any other additional charges, for proposed lease/license changes for of co-location agreement. (i.e. adding or changing antennas)	\$3,500/project or a lower fee of \$2,000 if no meetings need to be attended
New Tower	Flat rate fee, including travel charges, two (2) meetings/hearings and any other additional charges, for the review of a third party's request to construct a new tower on County-owned property.	\$5,500/project or a lower fee of \$4,000 if no meetings need to be attended
Additional Subject Matter Expertise Meetings/Hearings	Flat rate fee for each any additional meeting/hearing, including travel charges.	\$750
Other?	Add additional services offered	